empowering the administrator to set aside fraudulent conveyances made by the decedent. *Field* v. *Andrada,* 106 Cal. 107, 39 Pac. 323. Such statutes exist in Indiana, Michigan, New York, Ohio, Tennessee and other States.

The cases denying to the administrator the right to set aside a fraudulent conveyance made by his decedent follow the decision in the English case of *Hawes* v. *Leader,* Cro. Jac. 270. This case held, soon after the enactment of the Statute of 13th Elizabeth, that the administrator of a fraudulent transferrer of goods was bound to deliver them to the transferee, even though the transferrer had not goods, besides those sufficient to pay the creditors intended to be defrauded, thus carrying the principle further than any of the cases cited. Many of the courts of this country have departed from this view, and it would seem that the modern tendency is towards the doctrine laid down in *Trust Co.* v. *Pugh, supra.*

Since it is the duty of the administrator to pay the debts of the deceased he may be said to stand in a *quasi* trustee relation to such creditors, and the better rule is to permit him to sequester all the property to which the creditors are entitled.

INSURANCE—WAIVER OF CONDITION OF STATUTORY FORM OF POLICY.—A fire insurance policy provided that it should be void if the insured did not own in fee simple the land upon which the building stood, unless otherwise provided by agreement indorsed on or added to the policy. The policy was in the form prescribed by statute. The insured did not own the land upon which the subject of insurance stood, in fee simple, but the agent of the insurer knew this at the time when the policy was issued. *Held,* the policy is void. *Oatman* v. *Fire Relief Ass'n* (Ore.), 134 Pac. 1033.

The question at issue was the effect of the standard policy law upon contemporaneous parol waivers, the court stating that, but for the statute prescribing the form of policy, the condition would have been waived.

Contemporaneous parol waivers may be divided into two classes: First, where the insurer by parol waives an executory term or condition subsequent, incorporated in the policy. Irrespective of a standard policy law, the better view is that the insured cannot show this kind of a parol waiver. *Ripley* v. *Ins. Co.,* 30 N. Y. 136, 86 Am. Dec. 362. Second, the insurer with knowledge of the facts, waives a condition of the policy which avoids it at its inception. By the weight of authority the insured may show this, in reality a true estoppel, by parol. *Skinner* v. *Norman,* 165 N. Y. 565, 59 N. E. 309, 80 Am. St. Rep. 776. *Born* v. *Ins. Co.,* 120 Iowa 299, 94 N. W. 849.

It is correctly held that the standard policy law prohibits a parol waiver of the first class in any manner other than that provided for in the policy, since the insured is bound to know that the insurer has no power to change otherwise the terms of the policy. *Parker* v. *Ins. Co.,* 162 Mass. 479, 39 N. E. 179; *Moore* v. *Ins. Co.,* 141 N. Y. 219, 36 N. E. 191; *Bourgois* v. *Ins. Co.,* 86 Wis. 606, 57 N. W. 347. But where

the condition invalidates the policy at its inception and the insurer, with knowledge of the facts, receives the premium and issues the policy he is estopped to deny the validity of the policy, notwithstanding that he cannot voluntarily waive by parol the condition in the policy. *Skinner* v. *Norman, supra; Spalding* v. *Ins. Co.*, 71 N. H. 441, 52 Atl. 858; *Welch* v. *Fire Ass'n*, 120 Wis. 456, 98 N. W. 227. To hold otherwise would allow the insurer to perpetrate a fraud upon the insured by receiving a benefit from the policy and then asserting that the policy was void *ab initio*.

The court, in the principal case, confuses the doctrine of waiver resting upon intention, with that of estoppel, whereby it would be inequitable to allow the insurer to assert the true state of facts. The cases cited in the principal case all fall within the first class of parol waivers, where the condition waived was an executory term of the policy.

LIMITATION OF ACTIONS—FOREIGN CORPORATIONS—STATUTORY PROVISIONS FOR SERVICE OF PROCESS.—An Oklahoma statute requires corporations to file copies of their articles of incorporation and to appoint resident agents upon whom service of process may be made. Another statute provides that in case no such agent is appointed, then valid service of process may be made on any superintendent of repairs, ticket agent, etc. The statute of limitations requires actions for personal injuries to be brought within 2 years from the date of injury. The R. Co. refused to comply with the first above mentioned statute; but did business within the state and had therein agents upon whom process could be served under the terms of the second above mentioned statute. Plaintiff was injured on Nov. 20, 1907. Action was begun on Dec. 17, 1909. The R. Co. pleaded the bar of the statute as a defense. *Held*, foreign corporation can not rely upon the statute as a defense. *Hale* v. *St. Louis, etc., Ry. Co.* (Okla.), 134 Pac. 949.

A foreign corporation can exercise those franchises peculiar to corporations within the limits of another state only by comity. *Western Union Tel.* v. *Mayer*, 28 Ohio St. 521; 6 THOMP. CORP. 7884. The way in which valid service of process may be made on such corporations is generally regulated by statute. But the right of a corporation to plead the statute of limitations as a defense is not so regulated; and is, therefore, governed by the general laws of the land. Some states, willfully overlooking the fact that a corporation may by its agents be a resident of other states than that of its domicile for the purpose of doing business and of suing and being sued, hold that a non-resident corporation is precluded from invoking the bar of the statute as a defense. *Olcott* v. *Tioga R. Co.*, 20 N. Y. 210, 75 Am. Dec. 393; *Robinson* v. *Imperial S. M Co.*, 5 Nev. 43; *Williams* v. *Met. St. R. Co.*, 68 Kan. 17, 74 Pac. 600, 104 Am. St. Rep. 377, 1 A. & E. Ann. Cas. 6, 64 L. R. A. 794. This holding is based on the inability of the corporation to change its domicile, the difference between domicile and residence being ignored. It is conceded, however, that when a foreign corporation has appointed a resident agent upon whom process may be served in compliance with the statute, then such corporation may set up the statute of limitations as